

Grass Lake Road at the Sun Lake Drain Culvert Replacement: Engineering Services Agreement and Appropriation

Accounts Payable (1) cert.  
Transportation (2) cert.

STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION

MARCH 11, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk and the County Engineer to execute an agreement for consulting engineering services between Lake County and Hampton, Lenzini and Renwick, Inc., Springfield, Illinois, for the replacement of the culvert beneath Grass Lake Road (*County Highway 18*) at the Sun Lake Drain at a maximum cost of services described of \$68,036. This resolution appropriates \$75,000 of County Bridge Tax funds for these engineering services designated as Section 07-00075-13-DR.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
<u>Khara O Kelly</u> ✓			<u>[Signature]</u> x		
Chair			Chair		
<u>[Signature]</u> ✓			<u>[Signature]</u> ✓		
Vice-Chair			Vice-Chair		
<u>Michael A. Albett</u> ✓			<u>[Signature]</u> ~		
<u>Ann B. Moore</u> ✓			<u>[Signature]</u> x		
<u>[Signature]</u> ✓			<u>Carol Balaban</u> ✓		
<u>Laura L. Grunwaldt</u> ✓			<u>Khara O Kelly</u> ✓		
			<u>[Signature]</u> ✓		
Public Works and Transportation Committee			Financial and Administrative Committee		

## **RESOLUTION**

**WHEREAS**, Grass Lake Road (*County Highway 18*) is a designated route on the county highway system; and

**WHEREAS**, the culvert beneath Grass Lake Road at the Sun Lake Drain is at the end of its useful service life and needs to be replaced; ad

**WHEREAS**, it is advisable that a consulting engineering firm be employed to provide Phase II engineering services (*Design Engineering*) for said culvert replacements; and

**WHEREAS**, Lake County, by and through its Division of Transportation has selected a professional engineering services firm in accordance with the Local Government Professional Services Selection Act (*50 ILCS 510/1 et. seq.*)

**WHEREAS**, Hampton, Lenzini and Renwick, Inc., Springfield, Illinois, are consulting engineers skilled in the provision of said Phase II engineering services (*Design Engineering*).


**NOW, THEREFORE BE IT RESOLVED** by this County Board of Lake County, Illinois, that Hampton, Lenzini and Renwick, Inc., Springfield, Illinois, be employed to provide said Phase II engineering services (*Design Engineering*) and that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are directed to execute on behalf of Lake County an agreement for consultant engineering services between Lake County and Hampton, Lenzini and Renwick, Inc., Springfield, Illinois. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board, and the County Clerk.

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**BE IT FURTHER RESOLVED** that there is hereby appropriated \$75,000.00 of County Bridge Tax funds for these engineering services designated as Section 07-00075-13-DR.

**BE IT FURTHER RESOLVED** that this agreement be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further Board action providing the final contract cost chargeable under the funds appropriated herein does not exceed the appropriation aforesaid.

Dated at Waukegan, Illinois  
this 13<sup>th</sup> day of May 2008

Municipality	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name Hampton, Lenzini and Renwick, Inc.
Township				Address 3085 Stevenson Drive, Suite 201
County Lake				City Springfield
Section 07-00075-13-DR				State Illinois 62703

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Grass Lake Road Route CH 18 Length 400 FT( 0.08 Miles)(Structure No. #388 )  
 at Sun Lake Drain  
 Termini 0.7 miles east of IL Rte 83 at Sun Lake

#### Description

Pipe culvert (#388) replacement and retaining wall construction

#### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans. (In accordance with Lake County DOT survey procedures.)
  - b. ☒ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. ☒ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements. Also including LCSMC Watershed Development Permit under Countywide Permit No. 1.
  - f. ☒ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches. Hydraulic analysis includes The used of certified discharges and culvert head loss table provided by LCSMC.

Note Four copies to be submitted to the Regional Engineer

**DRAFT**

~~g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.~~

h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
- (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
- (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☐ Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

l. ☒ Prepare temporary shoring design and details for the existing structure and complete shop drawing review for temporary and final structure improvements.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be

required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.
9. That the upper limit of compensation for services provided under paragraphs 1a, 1b, 1c,, 1e, 1f, 1g, 1h and 1l above shall not exceed the following:

HLR, Inc. (Prime).....	\$53,718.00
Huff and Huff, Inc.(environmental) .....	\$10,138.00
MSE and T, Inc (Geotech) .....	\$4,985.00
<b>TOTAL.....</b>	<b>\$68,841.00</b>

- 10 That the following items are specifically not included in the proposed scope of work:

- Detailed hydrologic study of Sequoit Creek to determine site discharges at Grass Lake culvert. These are to be provided by LCSMC.
- Detailed study of Sequoit Creek for threatened and endangered species. This item could be requested by the regulatory agencies during the permit review process, but cannot be accurately defined without further project studies.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a ☐ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

**Note:** Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal	153.00
Engineer Specialist	146.00
Engineer 9	143.50
Engineer 8	134.00
Engineer 7	122.00
Engineer 6	109.00
Engineer 5	98.00
Engineer 4	94.00
Engineer 3	88.00
Engineer 2	84.00
Engineer 1	75.00
Technician 7	96.00
Technician 6	88.00
Technician 5	77.50
Technician 4	67.00
Technician 3	59.00
Technician 2	53.00
Technician 1	45.00
Clerical 2	67.50
Clerical 1	47.50
Accountant	69.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until December 31, 2008. In event the services of the ENGINEER extend beyond 12/31/2008, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1l, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 100 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 100 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
  3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
  4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
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~~IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.~~

Executed by the LA:

\_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

Clerk

(Seal)

By \_\_\_\_\_

Title:

Executed by the ENGINEER:

ATTEST:

By Steven W. Megginson  
Steven W. Megginson, P.E., S.E.  
Title: Vice President

Michael G. Berry  
Michael G. Berry, P.E., S.E.  
Title: Executive Vice President

Approved

\_\_\_\_\_ Date

Department of Transportation

\_\_\_\_\_ Regional Engineer

County Engineer

On behalf of IDOT pursuant to Agreement  
of understanding dated January 22, 2003

ATTEST

\_\_\_\_\_  
County Clerk

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five year.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (1) abide by the terms of the statement; and
  - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
  - b. the grantee's or contractor's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

Steven W. Megginson, Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

5/1/08  
Date

# **SURVEY PROCEDURES** (Revised 4/21/08)

## **UNITS-COORDINATES**

The CONSULTANT will conduct all surveying, stationing, and preparation of required plans using English units of measure and the U.S. Survey Foot. State Plane Coordinates – Illinois East Zone, NAD 83 shall be obtained for all alignment and survey control points.

## **HORIZONTAL ALIGNMENT**

Unless otherwise specified in the services contract, the CONSULTANT is to provide the horizontal alignment. The CONSULTANT'S SURVEYOR will try to re-establish the original horizontal alignment as shown on the recorded R.O.W. plats. The CONSULTANT shall contact LCDOT's Land Surveyor to obtain R.O.W. plats and field notes and benchmarks before establishing the horizontal alignment and stationing. Notify LCDOT's Surveyor immediately if the alignment cannot be reproduced or if in the CONSULTANT'S opinion the existing alignment information is in error.

The CONSULTANT'S SURVEYOR, prior to construction, shall stake the PCs, PIs, PTs, and POTs so that LCDOT's Surveyor can locate them later for construction staking. The CONSULTANT'S SURVEYOR will provide four reference ties to all U.S. Public Land Survey Monuments located within the construction limits. The reference points should be located outside of the anticipated construction limits if practical, so that they can be used after construction to replace the monuments. The CONSULTANT shall record Monument Records for all Section and Quarter Section corners set or found within the construction limits.

The CONSULTANT will mark all 100-foot interval station locations on the survey base line for construction, when on paved surfaces with a P.K. or Mag nail and spray paint. The baseline for relocated alignments when off pavement will be marked at 100-foot intervals with iron rods. The rods shall be set one foot below the surface in farmed land. The CONSULTANT will advise the County of any pavement alignment variations. In cases where the proposed centerline of construction or survey baseline is different from the existing centerline of R.O.W., both shall be shown and the relationship between them will be indicated on the Alignment and Tie sheet.

An Alignment and Tie Sheet shall be provided as part of the final product. The Alignment and Tie sheet shall be signed and sealed by the CONSULTANT'S SURVEYOR. The station, offset and coordinates of the alignment points and survey control points shall be shown. It shall be noted whether the coordinates, stationing and distances are State Plane grid or ground surface. In the case that the information shown is ground surface distances, the State Plane Coordinates still must also be shown for all alignment points and survey control points in order that they can be located with GPS and so that the project can be referenced into our GIS maps. The coordinates may be

shown in a separate table. In either case the grid (combination) factor must also be shown.

### **VERTICAL ALIGNMENT**

Vertical control for the project shall be based on NGVD 29 or NAVD 88 benchmarks. Indicate on the plans which Datum is used. NGVD 29 Lake County Mapping Benchmarks are preferred (<http://gis.lakeco.org/maps/>). LCDOT's Land Surveyor may also be contacted for benchmarks that may be in the area. The controlling benchmarks and the site benchmarks shall be described on the plans. Site benchmarks are to be located at less than 1000-foot intervals with a minimum of two (2) on each project.

All benchmarks will be located on stable objects. LCDOT prefers these objects to be outside the construction site. Some acceptable benchmark examples are, spikes in poles, bolts on fire hydrant rings, and concrete foundations. LCDOT's surveyor can be contacted for benchmarks that may be in the area.

### **TOPOGRAPHY**

The CONSULTANT shall cut cross sections at 50-foot intervals in urban areas (100-foot intervals in rural areas) and at all points needing clarification. The cross section interval should be defined in the engineering services contract.

Full cross-section profiles will be taken at all cross streets, alleys, cross road culverts, and entrances (commercial, private and field). Half cross-sections will not be accepted because they skew the computer terrain model.

The CONSULTANT will locate and identify all trees (6 inches in diameter or greater) within the area either side of the centerline, defined by the proposed ROW or construction limits (whichever is greater) plus an additional 10 feet. The trees shall be identified by species and size. The trees shall be located by station/offset and have a ground elevation.

Streams, tributaries or major drainage ditches located within a lateral distance of 250 feet from centerline (upstream and downstream) shall be surveyed. Alignment, profiles and cross sections will be taken. The stream width shall be shown as the distance measured between the tops of the stream banks. Profile elevations along the bottom of the watercourse shall be taken at a minimum of 50-foot intervals.

The survey shall extend a minimum of 200 feet beyond the roadway construction limits. Cross sections shall be taken a minimum of 10 feet beyond the proposed ROW or construction limits (whichever is greater). Cross sections will extend 30 feet beyond the proposed R.O.W. at entrances 150 feet at minor side roads.

The collected survey data for the existing topography shall have a minimum of 3<sup>rd</sup> Order Accuracy horizontally with readings to the nearest 0.1 feet for vertical on gravel or ground and readings to the nearest 0.01 feet for vertical on all other surfaces.

## **RAILROAD INSURANCE**

The CONSULTANT will comply with the railroad's requirements when conducting a survey on the railroad's ROW. Usually this includes obtaining a permit, paying a fee, obtaining Railroad Protective Liability Insurance, notification of a flagman to be present near the rails during the survey operations and any other requirements of the railroad. The CONSULTANT is responsible for all of the foregoing requirements.

## **DELIVERABLES**

- I. Copies from the CONSULTANT'S field books, showing benchmarks, level circuits, & structure details, such as size and inverts etc.
- II. Base Drawing at 1:1. All the topographic information shall be plotted electronically. The data shall be recorded in a MICROSTATION .DGN format. All line work defining different elements shall be completed using LCDOT's CELL and LINE LIBRARIES (see attachment). ASCII files containing all point information as described below shall be included. Backup CD's or diskettes shall be provided.
- III. SUMMARY SHEETS showing:
  - (1) Point number
  - (2) Point identification by code and description
  - (3) Station
  - (4) Distance offset (right or left)
  - (5) Northing and Easting coordinate values
  - (6) "Z" elevations

\* Four computer printouts shall be provided:

1. List of points referenced by stations.
2. List of points referenced by sequential point numbering.
3. List of points sorted by point identification.
4. "ID" acronym explanation sheets.

An example showing the different printouts is shown on the next page.

**(LCDOT'S IDENTIFICATION CODES SHALL BE USED – see attachment)**

TYPICAL PRINT-OUT FORM (EAMPLE)								
BY POINT NUMBERS								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
3332	104+50.475	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
3333	104+69.987	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
3334	103+93.865	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
BY STATION								
STATION	POINT NUMBER	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
103+93.865	3334	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
104+23.306	3331	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
104+50.475	3332	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
104+69.987	3333	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
BY POINT DESCRIPTION								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TREE PINE	0
3336	104+50.475	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
2323	104+69.987	-49.159	10323.810	20416.938	207.743	668	6 INCH TREE OAK	0
2565	103+93.865	-44.270	10261.604	20452.162	207.126	310	5 INCH TREE OAK	0

(1) LCDOT CODES

LCDOT's Land Surveyor:

Steve Heuer, PLS  
600 West Winchester Road  
Libertyville, IL 60048  
(847) 377-7488

# MANHOUR ESTIMATE

Lake County DOT  
01-May-08

Grass Lake Road over Sun Lake Drain

FIELD & LAND SURVEY AND EASEMENT PLATS	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST
1 Survey Control Points & Traverse:	2 T5	\$77.50	\$155.00
	2 T3	\$59.00	\$118.00
2 Survey Topography and Cross Sections:	12 T5	\$77.50	\$930.00
	12 T3	\$59.00	\$708.00
3 Stream Survey:	10 T5	\$77.50	\$775.00
	10 T3	\$59.00	\$590.00
4 Land Survey	16 T5	\$77.50	\$1,240.00
	16 T3	\$59.00	\$944.00
5 R.O.W. Research	6 T7	\$96.00	\$576.00
	T2	\$53.00	\$0.00
6 Coordination & Data Gathering:	2 T7	\$96.00	\$192.00
7 Easement Plat	24 T7	\$96.00	\$2,304.00
Total Survey & ROW:	112		

\$8,532.00

PLOT EXISTING SURVEY DATA	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST
1 Plot Existing Roadway Topography:	10 T4	\$67.00	\$670.00
2 Plot Existing Stream Topography:	2 T4	\$67.00	\$134.00
3 Plot Existing Roadway Cross Sections:	2 T4	\$67.00	\$134.00
4 Plot Existing Stream Cross Sections:	4 T4	\$67.00	\$268.00
5 Draft Permanent Easement Plat	16 T4	\$67.00	\$1,072.00
Total Plotting:	34		

\$2,278.00

CONDUCT SPECIAL STUDIES	TOTAL EMPL HOURS CLASS	HRLY RATE	TOTAL COST
1 Temporary Culvert Support Design	12 E8	\$134.00	\$1,608.00
2 Draft Temporary Details	16 T4	\$67.00	\$1,072.00
3 Data Gathering:	2 E8	\$134.00	\$268.00
4 Project Photographs:	2 E4	\$94.00	\$188.00
5 Archaeological & Biological Surveys:	8 E4	\$94.00	\$752.00
Total Conduct Special Studies:	40		

\$3,888.00

# MANHOUR ESTIMATE

Lake County DOT  
01-May-08

Grass Lake Road over Sun Lake Drain

DRAINAGE REPORT	TOTAL HOURS	EMPL CLASS	HRLY RATE	TOTAL COST
1 Preliminary Bridge Design and Hydraulic Report:	28	E8	\$134.00	\$3,752.00
	20	E3	\$88.00	\$1,760.00
2 LCSMC - Pre Application Mtg & Permitting	8	E8	\$134.00	\$1,072.00
3 Lake County Stormwater Management Permit:	28	E5	\$98.00	\$2,744.00
	8	E3	\$88.00	\$704.00
4 Corp of Engineers Permit Application:		E4	\$94.00	\$0.00
5 Draft Exhibits	12	T3	\$59.00	\$708.00
6 Soil Erosion Control & Mitigation Plan:	12	E8	\$134.00	\$1,608.00
	4	T3	\$59.00	\$236.00
7 Typing	8	C2	\$67.50	\$540.00
Total Drainage Report:	128			

\$13,124.00

CONTRACT PLANS AND DESIGN	TOTAL HOURS	EMPL CLASS	HRLY RATE	TOTAL COST
1 Horizontal & Vertical Alignments	2	E8	\$134.00	\$268.00
2 Detail Roadway Cross Sections	12	E4	\$94.00	\$1,128.00
3 Roadway and Pavement Design:	8	E5	\$98.00	\$784.00
4 Pipe & Retaining Wall Structural Design:	12	E5	\$98.00	\$1,176.00
5 Summ Quan, Typical Section & Misc Sheets	8	E4	\$94.00	\$752.00
6 Drafting Pipe Culvert & Wall Sheets:	24	T4	\$67.00	\$1,608.00
7 Draft Traffic Maintenance or Detour Plan:	16	T4	\$67.00	\$1,072.00
8 Draft Roadway Cross Sections:	10	T2	\$53.00	\$530.00
9 Draft Erosion Control & Mitigation Plan:	8	T2	\$53.00	\$424.00
10 Draft Summ Quan, Typical Section & Misc Shee	20	T4	\$67.00	\$1,340.00
Total Contract Plans and Design	120			

\$9,082.00

FINAL PLANS	TOTAL HOURS	EMPL CLASS	HRLY RATE	TOTAL COST
1 Contract Specifications	12	E8	\$134.00	\$1,608.00



## MANHOUR ESTIMATE

Lake County DOT  
01-May-08

### Grass Lake Road over Sun Lake Drain

2 Office Review:	12 E8	\$134.00	\$1,608.00	
3 Quantity Takeoff:	8 E4	\$94.00	\$752.00	
4 Estimate of Cost:	2 E8	\$134.00	\$268.00	
5 Typing	6 C2	\$67.50	\$405.00	
6 Printing and Copy	4 C2	\$67.50	\$270.00	
7 Revisions:	16 E8	\$134.00	\$2,144.00	
	20 T4	\$67.00	\$1,340.00	
Total Final Plan Preparation:	80			\$8,395.00
<b>CONSULTATION AND COORDINATION</b>	<b>TOTAL EMPL HOURS CLASS</b>	<b>HRLY RATE</b>	<b>TOTAL COST</b>	
1 IDNR, USFWS, Wetland Subconsultant:	16 E8	\$134.00	\$2,144.00	
2 IDOT	4 E8	\$134.00	\$536.00	
3 Lake County DOT:	12 E8	\$134.00	\$1,608.00	
4 LCSMC - Pre Application Mtg & Permitting	20 E8	\$134.00	\$2,680.00	
5 Utilities:	8 E3	\$88.00	\$704.00	
Total Consultation and Coordination:	60			\$7,672.00
<b>PROJECT ADMINISTRATION</b>	<b>TOTAL EMPL HOURS CLASS</b>	<b>HRLY RATE</b>	<b>TOTAL COST</b>	
1 Project Management:	4 PR	\$153.00	\$612.00	
				\$612.00
<b>TOTAL PROJECT MANHOURS / FEE</b>	578		\$53,583.00	
<b>BREAKDOWN OF OUTSIDE DIRECT COSTS</b>				
<b>MATERIALS</b>				
Printing and Copy	150 Sheets@	\$0.90	\$135.00	
<b>TOTAL MATERIAL COST</b>				\$135.00
<b>TOTAL CONSULTANT FEE</b>				\$53,718.00

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**  
26575 West Commerce Drive Volo, Illinois 60073  
(847) 270-0832 f(847) 270-0836

April 30, 2008

Mr. Steve Megginson, P. E., S. E.  
Hampton, Lenzini and Renwick, Inc.  
380 Shepard Drive  
Elgin, Illinois 60123-7010

Re: Proposal for Subsurface Exploration and Analysis  
Culvert Improvements  
Grass Lake Road at Sun Lake Drain  
Lake County, Illinois

Dear Mr. Megginson:

We are pleased to have the opportunity to submit the following proposal for performance of a soil exploration for the proposed improvements.

Project Description and Scope of Work

The proposed project consists of a subsurface soil investigation for a culvert replacement on Grass Lake Road at Sun Lake Drain in Lake County, Illinois.

Method of Performance - Field Work

The subsurface soil exploration for the proposed culvert replacement will be accomplished by performing two (2) soil borings to a depth of fifty (50) feet below the existing ground surface along the shoulder of the road. The soil borings will involve drilling test holes that incorporate standard penetration tests and split-spoon sampling at 2-1/2 to 5 foot intervals, in accordance with the current IDOT Geotechnical Manual.

Method of Performance - Analysis and Report

We propose to mobilize a drill rig to the site after notice to proceed, layout, and utility clearance. We will provide a Field Engineer at the site to layout the borings and during the drilling to observe the exploration, perform field tests and measurements, prepare field reports, and maintain contact with our office. In this way, the program can be adjusted as it progresses and more is known about the site. Results of our fieldwork and a preliminary analysis will be available as the work is completed. A formal report would be provided shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, water content, and other physical properties of the soils. The results of our field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The report will include foundation recommendations for support of the proposed structure and soil related construction procedures. The results of our work will be presented in a written report, prepared by a Registered Professional Engineer. Three (3) copies of the report will be provided.


#### Fees

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachments 1.1 through 1.2. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of: \$ 4,985.00. We will not exceed this amount with out your permission.

#### General

Our staff is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous soil explorations in this area. We are looking forward to working with you on this project.

Respectfully Submitted,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P.E.  
Principal Engineer

WJW/rlm

Enclosure: Attachments 1.1, 1.2, and General Conditions

# ATTACHMENT 1.1

## SCHEDULE OF SERVICES AND FEES

### GRASS LAKE ROAD CULVERT AT SUN LAKE DRAIN FOX LAKE, ILLINOIS

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extention</u>
<u>Field Services</u>			
Mobilization of Drilling equipment, lump sum	1	\$350.00	\$350.00
Soil boring with soil sampling,/l.f.	100	\$17.00	\$1,700.00
Field Engineer/Geologist for Sample Logging & Supervision during Drilling, per hour	10	\$80.00	\$800.00
Traffic Control, Signs, Cones, per day	1	\$375.00	\$375.00
Field Services Total:			<u>\$3,225.00</u>
<u>Laboratory Services</u>			
Moisture Content Determinations, ea	40	\$5.00	\$200.00
Laboratory Services Total:			<u>\$200.00</u>
<u>Engineering Services for Soil Exploration Including:</u>			
Layout Coordination			
Utility Clearance and Permits			
Preparation of Soil Boring Logs			
Analysis and Recommendations			
Report Preparation and Consultation			
Estimated Cost (@ Unit Rates Listed on Attachment 1.2)			<u>\$1,560.00</u>
TOTAL:			<u>\$4,985.00</u>

ATTACHMENT 1.2  
ENGINEERING SERVICES  
GRASS LAKE ROAD CULVERT AT SUN LAKE DRAIN  
FOX LAKE, ILLINOIS

Our fees for Engineering Services will be based on the actual number of hours required to complete the work, and will be determined on a Unit Rate Basis at these rates for each of classification personnel:

	<u>Estimated Quantity</u>	<u>Rate/Hour</u>	<u>Extentsion</u>
Principal Engineer, per hr.	0	\$130.00	
Project Engineer, per hr.	6	\$110.00	\$660.00
Staff Engineer, per hr.	8	\$85.00	\$680.00
Field Engineer, per hr.	2	\$80.00	\$160.00
Draftsman/Word Processing, per hr.	1	\$60.00	\$60.00
			<hr/>
			\$1,560.00

EFFECTIVE JANUARY, 2007

## MIDLAND STANDARD ENGINEERING & TESTING, INC.

### FEE AND RATE SCHEDULE GENERAL CONDITIONS

#### ENGINEERING AND ASSOCIATED SERVICES

Fees for our services will be based upon the time worked on the project at the following rates:

	Rate Per Hour
Project Engineer	
Project Mgr./Sr. Engineer, P.E.	
Project Engineer, P.E.	
Sr. Staff/Field Engineer	
Field Engineer	See attached
Eng. Technician	proposal
Sr. Technician	for rates
Technician	
CAD Draftsman	
Draftsman	
Word Processing	

OVERTIME RATES: Applicable to all classifications below  
Staff Eng. - O.T. Rates are 1.40 times straight time

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER ORAL AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

#### INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000 each occurrence, \$1,000,000 aggregate) and property damage (limit \$1,000,000 each occurrence, \$1,000,000 aggregate).

Within the limits of said insurance, we agree to hold the client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors and their employees and agents. If the client placed greater responsibilities upon us or requires further insurance coverage, we if specifically so directed will take out additional insurance (if procurable) to protect us, at the clients' expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

#### REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses:

1. Transportation, lodging and subsistence for out of town travel
2. Long distance telephone, telegraph and cable charges.
3. Special mailings and shipping charges.
4. Special materials and equipment unique to the project.
5. Automobile travel on projects.
6. Computer charges.

#### LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting service or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense or expenses to be levied against us on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$2,000,000, or the amount of our fees, which ever is greater.

#### TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the services of reputable subcontractors to perform such work.

#### SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates.

#### INCREASES

Fee schedule increases made by our firm on an over-all client basis will be applied to work on all projects as they become effective. At least 30 days advance notice of such increases will be given.

#### ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the Client desires, we will restore any damage to the site and add the cost of restoration to the fee.

#### INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and data will be provided at clients request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1 1/2% per month, or the maximum rate allowed by law on past due accounts.

The clients obligation to pay for the work contracted is in no way dependent upon the clients ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.



environmental engineers  
and consultants

915 Harger Road, Suite 330

Oak Brook, IL 60523

Phone: (630) 684-9100

Fax: (630) 684-9120

Website: <http://huffnhuff.com>

March 10, 2008

Mr. Steve Megginson  
Hampton, Lenzini & Renwick, Inc.  
3085 Stevenson Drive  
Springfield, IL 62703

Re: Grass Lake Road at Sun Lake Drain  
Lake County, Illinois  
Proposal #: T08-026

Dear Mr. Megginson:

Huff & Huff, Inc. (H&H) is pleased to submit this proposal to perform wetland delineation and permitting services for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project. This proposal covers the tasks necessary to delineate wetlands and permit potential wetland impacts as a result of the proposed project.

## **1. PROJECT UNDERSTANDING**

It is our understanding that the Lake County Department of Transportation is proposing to replace the culvert under Grass Lake Road which drains from Sun Lake to East Loon Lake in Lake County, Illinois. A Wetland Delineation will be necessary within the proposed project limits. If wetland(s) exist and impacts are proposed, permits from the Corps of Engineers (COE) may be necessary if the wetlands are deemed jurisdictional. A Watershed Development permit will also be required from Lake County Stormwater Management Commission (SMC).

Based on previous projects H&H has been involved with around the Loon Lake Complex, threatened and endangered species may be present. These include a variety of fishes, birds, and aquatic and terrestrial plants that are known to occur in and around Loon Lake. There is the possibility that one or more of these species are present near or within the project limits. Therefore, additional studies and coordination may be necessary. These studies will be determined after coordination with the resource agencies and completion of the wetland work. Therefore, a separate cost proposal will be prepared for these activities separately, if required.

## **2. PROJECT APPROACH**

This proposal includes formal wetland delineation and COE permitting, if necessary. A delineation report will be prepared summarizing the results of the field visit and if impacts to the wetland is

proposed, necessary permits from the COE will be obtained. This proposal does not cover any threatened or endangered species surveys that could be requested later. The scope of these studies cannot be determined until responses are received from the resources agencies and the results of the field investigations for wetlands.

### **3. SCOPE OF SERVICES**

H&H will provide the following scope of services for the proposed improvements:

"Wetlands" are defined by the COE for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)). This definition is used by the COE to define wetlands and is the definition used by Lake County for their Watershed Development Ordinance (WDO). To perform this task, a site visit is required to document wetlands and "Waters of the U.S." located within the project limits. Upon completion of the delineation work, H&H will coordinate with the regulatory agencies to determine the jurisdictional status of the wetland. It is anticipated that this stream that connects Sun Lake with East Loon Lake would be jurisdictional.

#### **Task 1. Wetland Delineation and Letter Report**

A wetland delineation will be conducted for the location of the proposed culvert replacement. The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types that may be encountered during the delineation procedures. The maps to be reviewed and used include:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- FEMA Flood Insurance Rate Maps
- Lake County Soil Survey
- Lake County Wetland Inventory Maps

The stream that connects Sun Lake with East Loon Lake is classified as an ADID wetland.

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. This is the approved methodology utilized by the COE in Lake County. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be located and flagged for completion of field survey by others.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined using the



COE of Engineers Wetlands Delineation Manual (1987). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

During the field investigations, detailed plant sampling will be conducted to compile a Floristic Quality Assessment (FQA) for areas investigated. This FQA is required by the COE.

A wetland delineation report will be prepared summarizing the findings of the fieldwork including mitigation recommendations and options.

Wetland delineation data sheets will be included in the report, which summarize the findings of the field investigation. We estimate that approximately two to four data points will be required, as at a minimum one upland and one wetland data point is needed for each wetland encountered.

Specific items to be included are as follows:

- a) Map showing the wetland boundaries and project boundaries
- b) Aerial Photo with the appropriate limits of delineated wetlands
- c) COE data sheets with color photos
- d) Written description of wetland functional classification
- e) Floristic Quality Index Rating assessment

Since January 2005, the NRCS no longer conducts farmed wetland determinations for areas of agricultural conversion. A farmed wetland determination is not included in this scope of work as farmed areas are not present in the project area.

Surveying the perimeters of delineated wetlands will be required. H&H will flag the perimeters and will coordinate with HLR staff to assure accuracy of the wetland boundaries. This will include a meeting in the field, if necessary, with the survey crew.

#### Task 2: Permitting Assistance and Coordination (if necessary)

H&H will complete and submit the Joint Application form and other necessary information to obtain a permit from the COE for impacts to waters of the state or wetlands. The Joint Application will be simultaneously submitted to the following agencies:

- US Army Corps of Engineers (COE)
- US Fish & Wildlife Service (USF&WS)
- Illinois Department of Natural Resources (IDNR)
- Illinois Environmental Protection Agency (IEPA)

- Illinois Historic Preservation Agency (IHPA)

It is recommended that a pre-application meeting be scheduled with COE officials prior to submitting permit applications. This meeting will serve to notify them of the project. As part of the permit process, a verification of wetland boundaries and jurisdictional determination (JD) will be required. H&H staff will accompany COE officials to the site after the delineation is completed. To expedite the JD process, Lake County can conduct the site visit in conjunction with the COE; however, Lake County will assess a fee for this activity. This fee is not included in this proposal.

Permits may also be required through Lake County. H&H will provide the necessary information required by Lake County to HLR to complete a Lake County Watershed Development Permit, if necessary.

As IHPA is part of the permit process, information will be forwarded to them. A Phase I archeological survey could be required by IHPA if portions of the project area are relatively undisturbed. H&H will coordinate with HLR if a certified Phase I archeologist is required for the project.

Most Regional Permits issued by the COE contain a conditional Section 401 Water Quality Certification built into the permit. It is possible that the project will qualify under the Regional Permit Program and no separate Section 401 review will be required. As this stream is classified as an ADID wetland, the COE may require an Individual Permit. The Individual Permit process requires additional coordination and can take upwards of two years to obtain. This scope of work assumes the project will qualify under the Regional General Permit program. A separate cost proposal will be prepared if an Individual Permit is necessary.

At this time, no on-site mitigation design is included in the scope of services. If wetland mitigation is required, wetland banking may or may not be an option for this project. If not, a separate proposal will be prepared for wetland mitigation design.

#### Task 3: Meetings and Project Management

Task 3 includes two meetings, one with the agencies and one with Lake County to discuss wetland permitting issues, if necessary.

#### **4. PROJECT COST**

This proposal covers the investigation of wetland(s) for the referenced project. Compensation for the services provided under this agreement will be cost plus fixed fee, with a not to exceed limit on the contract in accordance with the tasks described in Section 3. The attached summary provides the level of effort and associated cost. Estimated cost is \$10,138.00.

The Consultant will invoice after completion of Task 1. Payment is requested within 30 days of the date of invoice.

## **5. SCHEDULE**

We anticipate that work will begin within ten days of the Notice to Proceed; however, as wetland delineations in Lake County need to be completed within the growing season which is between May 15<sup>th</sup> and October 1<sup>st</sup>, we recommend that field work not be initiated until May. If preliminary wetland boundaries are needed before that, H&H can screen the site, but will be required to revisit the site in the growing season.

Please indicate acceptance of this agreement by returning a signed copy of this agreement or a purchase order incorporating the terms of the agreement. We appreciate the opportunity to work with you and look forward to a successful resolution. If you have any questions concerning our proposed scope of services or fees, please contact us.

## **6. CONTRACT CONDITIONS**

1. **CONSULTANT'S SERVICES:** Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 3.
2. **SCHEDULE:** Consultant's work under this Agreement shall begin upon receipt of written notice to proceed or a signed copy of this Agreement.
3. **COMPENSATION:** The fee basis for the scope of work, as outlined in Section 3, pertains to the specific scope work.
4. **DIRECTION:** For work performed under this Agreement, Consultant shall take direction from the Client.
5. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
6. **PROJECT DATA:** Consultant, in coordination with Client, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of Consultant's services. Consultant shall be entitled to rely on materials and information provided by Client.
7. **INDEPENDENT CONSULTANT:** Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said employees shall be paid by Consultant for all services in this connection. Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Worker's Compensation,

Income Tax, and other reports and deductions required by an applicable state or Federal law.

8. **RIGHTS OF WORK PRODUCT:** Client shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to Client. Consultant shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.
9. **INDEMNIFICATION:** Consultant hereby agrees to indemnify and hold harmless Client and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of Consultant or its employees relating to its obligations pursuant to this Agreement.
10. **TERMINATION:** Client may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided Client shall pay Consultant a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.
11. **INSURANCE:** Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.
- a. **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation in compliance with applicable State and Federal laws.
  - b. **Comprehensive General Liability Insurance for Bodily Injury and Property Damage** to a combined single limit of \$2,000,000 per occurrence/claim or an umbrella of \$3,000,000.
  - c. **Comprehensive Automobile Liability Insurance**, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per occurrence.
  - d. **Professional liability insurance** \$2,000,000 on a claims made basis.
12. **LIMITATION OF LIABILITY.** Client recognized the disparity in relative risks and benefits of this engagement between Client and Consultant. In such recognition, Client agrees, to the fullest extent permitted by law, to limit all liability of Consultant to Client for any claims, losses, costs, damages, suits, warranties, whether for negligence, breach of contract or any other legal, equitable or statutory theory whatsoever, regardless of cause, including but not limited to attorneys' fees, costs and expenses, so that the total aggregate liability of Consultant to Client shall not exceed \$50,000 or, two hundred percent of all fees received by Consultant under this Agreement, whichever is greater. Additional limits of liability are available for additional fees. Unless such additional limits are negotiated in advance of any services under this Agreement, this limitation of liability shall apply regardless of the cause of action of legal theory pursued.

13. STANDARD OF CARE: Services performed by Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

14. RETENTION OF RECORDS: Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement. All relevant project and accounting files relating to this project shall be maintained for a period of seven (7) years from the date of termination or completion.

15. LEGAL: This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT  
HUFF & HUFF, INC.

CLIENT  
HAMPTON, LENZINI & RENWICK, INC.

Linda L. Huff

Signature

Steven W. Megginson

Signature

By Linda L. Huff, P.E.  
Typed Name

STEVEN W. MEGGINSON  
Typed Name

President  
Officer's Title

Vice President  
Officer's Title

3/10/08  
Date

4/21/08  
Date

Printed 03/06/08 3:55 PM



# PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
PRIME/SUPPLEMENT

Huff & Huff, Inc.  
HLR - Grass Lake Road at Sun Lake Dr

DATE 03/06/08  
PSB NO.

24 MONTHS  
05/01/08  
01/01/09

CONTRACT TERM  
START DATE  
RAISE DATE

OVERHEAD RATE 145.00%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

## ESCALATION PER YEAR

05/01/08 - 01/01/09

8 24

= 33.33%  
= 1.0252

01/02/09 - 01/01/10

12 24

51.50%

01/02/10 - 05/01/10

4 24

17.68%

The total escalation for this project would be:

2.52%



## PAYROLL RATES

FIRM NAME

Huff & Huff, Inc.

DATE

03/06/08

PRIME/SUPPLEMENT

HLR - Grass Lake Road at Sun Lake Drain

PSB NO.

ESCALATION FACTOR

2.52%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE	DIFF
Principal	\$60.20		\$61.71	\$61.71
Senior Associate	\$54.00		\$55.36	\$55.36
Senior Project Manager	\$43.28		\$44.37	\$44.37
Senior Engineer II	\$35.61		\$36.51	\$36.51
Senior Engineer I	\$36.00		\$36.91	\$36.91
Senior Scientist IV	\$39.50		\$40.49	\$40.49
Senior Scientist III	\$34.70		\$35.57	\$35.57
Senior Scientist II	\$27.56		\$28.25	\$28.25
Senior Scientist I	\$24.50		\$25.12	\$25.12
Senior Geologist I	\$30.24		\$31.00	\$31.00
Project Engineer II	\$28.78		\$29.50	\$29.50
Project Engineer I	\$23.94		\$24.54	\$24.54
Wetland Scientist III	\$19.48		\$19.97	\$19.97
Wetland Scientist II	\$18.20		\$18.66	\$18.66
Wetland Scientist I	\$17.08		\$17.51	\$17.51
Project Scientist II	\$19.23		\$19.71	\$19.71
Project Geologist I	\$24.04		\$24.64	\$24.64
Senior CADD I	\$29.36		\$30.10	\$30.10
CADD II	\$20.80		\$21.32	\$21.32
CADD I	\$14.92		\$15.30	\$15.30
Admin. Manager I	\$26.94		\$27.62	\$27.62
Administrative II	\$17.20		\$17.63	\$17.63
			\$0.00	\$0.00
			\$0.00	\$0.00

## SUMMARY OF OUTSIDE DIRECT COSTS

Project: HLR Grass Lake Road at Sun Lake Drain

					<u>OUTSIDE</u>
<b>Task 01-Wetland Delineation &amp; Report</b>					
Federal Express	1	x	\$	15.50	= \$ 15.50
Task Total					\$ 15.50
<b>Task 02-Wetland Permitting</b>					
Federal Express	4	x	\$	15.50	= \$ 62.00
Task Total					\$ 62.00
<b>Task 03-Meetings/Project Management</b>					
Task Total					\$ -
<b>GRAND TOTAL</b>					<b>\$ 77.50</b>

P:\Proposals\Proposal-2008\HLR\HLR Grass Lake Road DC.xls\Outside Direct Costs